

PROGRAMMING AGREEMENT

This Block Time Programming & Sales Agreement (the "Agreement"), dated as of April 15, 2014 entered into by and between Good Karma Broadcasting, LLC, the licensee of radio station 2090 Palm Beach Lakes Blvd., Suite 801, West Palm Beach, FL 33409, (the "Station") and Global Broadcast Sports Network, ~~269 South Beverly Dr, # 1128 Beverly Hills, CA 90212~~ (the "Programmer").

jeannejose@aol.com

WHEREAS, the Station has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, the Programmer desires to avail itself of Station's broadcast time for the presentation of a program;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. **Purchase of Air Time and Broadcast of the Programming.** The Station agrees to make the broadcasting transmission facilities of the Station available to the Programmer and to broadcast on the Station, or cause to be broadcast, a program titled "The Joey Brander Show" (the "Program(s)") for one (1) hour per week, currently scheduled for Saturday, 9a-10a (or another time mutually agreed upon by both Programmer and Station). The facilities and equipment of the Licensee, and such employee(s) of Licensee reasonably necessary to operate such facilities and equipment related to the broadcast of the Program, shall be made available to the Programmer for its use for the broadcast of the Program without additional compensation during the term of this agreement.

2. **Consideration.** In consideration for the terms of this Agreement and the rights granted herein and for Programmer's purchase of all rights to the Program and the Stations broadcast of the Programs, Station shall furnish to Programmer twelve minutes (12:00) of commercial time within Station's broadcast of each one-hour Program for Programmer's clients ("Barter Commercial Announcements"). Station shall have the right to sell or otherwise dispose of the remaining four minutes (04:00) of commercial announcements within the broadcast of each one-hour Program, without obligation to share any revenues therefrom with Programmer or any other person, firm or corporation. With respect to any Barter Commercial Announcements, Station shall provide to Programmer, at no cost to Programmer and/or any customer of Programmer, the equipment and personnel reasonably required to record and produce the commercials for any commercial time sold by Programmer. Programmer can sell title sponsor and or inserts over and above the allotted 12 minutes.

3. **Term & Cost.** The term of this Agreement shall commence on April 12th for an undetermined amount of time, absent an earlier termination in accordance with this Agreement. Programmer shall pay to Station \$1,500 per month through the Term of the agreement. Full month payment will be due in advance of each month going forward through the term of the Agreement. This Agreement will automatically renew under same terms and conditions at the {1356264:3}

- (b) The following acts shall constitute "just cause" for termination hereunder:
- (i) Any on-air mention whatsoever by Programmer or anyone under Programmer's direction of Station's principals or their business interests, or any on-air reference by Programmer or anyone under Programmer's direction of Station, Station's General Manager, Program Director or other employee of Station in an inflammatory, repugnant or malicious manner. This would also be observed by all parties at the Station in reference to Joey Brander, "The Joey Brander Show" and all parties related to the Programmer.
 - (ii) Any on-air use by Programmer or anyone under Programmer's direction of any distasteful or offensive words or phrases, the broadcast of which Station believes would not be in the public interest or may jeopardize Station's federal license to operate Station, or failure by Programmer or anyone under Programmer's direction to comply with Station's directions with respect to on-air material and the manner of its delivery or use.
 - (iii) Failure by Programmer or anyone under Programmer's direction to observe the Station's programming, operational and other policies.
 - (iv) Direct or indirect disclosure or divulgence by Programmer or anyone under Programmer's direction or control of any confidential information concerning the business or affairs of Station, its affiliated entities, their partners, officers, directors, shareholders, agents, representatives or advertisers. Programmer agrees that any such information will be received by it in a confidential capacity. This would also be observed by all parties at the Station in reference to Joey Brander, "The Joey Brander Show" and all parties related to the Programmer.
 - (v) Any willful act by Programmer or anyone under Programmer's direction which brings Programmer, Station, Station or their advertisers into public disrepute, contempt, scandal or ridicule, or which provokes, insults or offends the community or any group or class thereof, or which reflects unfavorably upon Station, its affiliated entities, or their advertisers.

conclusion of the initial agreement, unless Programmer provides Station with written notice, at least 30 days prior to the expiration of the Term, that Programmer does not want to renew this Agreement.

4. **The Program.** The Program will be a sports themed talk radio show. Programmer shall originate the Program, at the Station's facilities. Station shall be solely responsible for any expenses incurred in the production, origination and/or delivery of programming from its studios. The Host of the program shall have access to the station for recording interviews (at mutually agreeable times). Any off-site or remote broadcasts will be at the expense of the Programmer at a cost of \$75 per broadcast, payable day of, for on-site engineer provided by the Station. The Station will provide remote equipment for these broadcasts within a 30-mile radius of the station address (2090 Palm Beach Lakes Blvd., West Palm Beach, 33409). The Station will not provide equipment or assistance for remote broadcasts outside of a 30-mile radius of station address.

5. **Advertising To Be Carried During The Program.** The Programmer has the right to incorporate their own sponsor's commercial announcements into the show, subject to the consent of Station's management, which consent shall not be unreasonably withheld and shall be consistent with the Station's broadcast policies and with the rules and policies of the Federal Communications Commission ("FCC"). The Station agrees to work with Programmer to ensure non-duplication of sales efforts, pending mutual agreement, with particular respect to the existing Station's relationships with sponsors. The Programmer agrees that the Station must first provide approval for all sponsors. The Programmer understands that current sponsors and/or previous sponsors of the Station may not be approved and does not constitute unreasonably withheld. Station to provide production capabilities and usage of studios for commercial and promotional announcement recording at mutually agreeable times. The Station will not contract with any companies deemed as direct competition to advertise specifically within The Joey Brander Show without consent from the Programmer.

6. **Service Mark.** The Station hereby grants Programmer a license to use the service mark The Joey Brander Show (the "Mark") in connection with the Program to be aired by Programmer upon terms agreed to under this Agreement. Programmer agrees to use the Mark only in connection with the Program and that the quality of its use of the Mark will be at least as high as the quality of the Program as aired by Station. Programmer will provide Station with specimens of its use of the Mark in the form of audio tapes and/or compact discs containing recordings of the Program and printed materials as reasonably requested by Station from time to time.

7. **Termination.**

(a) **Termination: Just Cause:** Station may terminate this Agreement for "just cause" as defined at Paragraph 8(b) hereof or elsewhere in this Agreement, upon written notice to Programmer.

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8. **Responsibility for Employees and Expenses.** The Programmer shall furnish one Host of the Program to be provided by this Agreement, subject to Station's ultimate approval. For the purposes of this provision, Station hereby approves of Programmer providing Joey Brander as the Host for the Program. For the Host of the Program, the Programmer shall be responsible for the salaries, taxes, insurance and related costs for the Host. Further, for such Host, Station shall provide one board-operator and shall be responsible for the salaries, taxes, insurance and related costs associated with the board-operator. Programmer shall have the right to approve of the board-operator, which approval shall not be unreasonably withheld. Programmer shall have no responsibility for payment of any salaries, taxes, insurance or other expenses of any kind or nature relating to the Program's engineer or any other employees of the Station required for Station to broadcast the Program.

9. **Programming and Operations Standards.** The Program(s) supplied by the Programmer shall meet in all material respects all applicable rules, regulations and policies of the FCC and all broadcast and operational policies of the Station. All advertising spots and promotional material or announcements, including contests and sweepstakes, shall comply with all applicable federal, state and local regulations and Station's advertising continuity acceptance policies. If, in the opinion of Station's General Manager, any Programs presented by the Programmer do not meet such standards, the Station may preempt, interrupt or delete any Program or any such portion of any Program at any time.

10. **Operation and Control.** Notwithstanding anything to the contrary in this Agreement, the Station will at all times have full authority, power and ultimate control over the Station's facilities specifically including, but not limited to: (a) control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Programs, or any portion thereof, including any advertisements, which the Station deems unsuitable or contrary to the public interest; (b) the right to preempt the Programs in order to broadcast a program deemed by Station to be of greater national, regional, or local interest; and (c) the right to take any other actions necessary for compliance with the laws of the United States, the State of Florida, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. The Station reserves the right to refuse to broadcast any Program, if it contains matter which is, or in the reasonable opinion of the Station may be, or which a third-party claims to be, violative of any right of any third party or which may constitute a "personal attack" (as that term is defined by the FCC). The Station will record and archive each show and grants permission for the Programmer to repurpose. Should station preempt show, a full credit will be given to Programmer (The Joey Brander Show). 3

11. **Payola and Sponsorship Identification.** The Programmer will provide the Station in advance any information known to the Programmer regarding any money or other consideration which has been paid, accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to the Station by the Programmer for broadcast on the Station, unless the party making

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or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. The Programmer will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 508 of the Communications Act of 1934, as amended and the related rules and regulations of the FCC.

12. **Programmer's Representations and Warranties.** Programmer represents and warrants that it has authority to enter into and to fully perform this Agreement in accordance with its terms, and that Programmer is under no obligations under this Agreement. Programmer represents and warrants that all ideas, creations, materials and intellectual properties used by Programmer hereunder will be its own original creation except for materials in the public domain or materials which it is fully licensed to use, and that all materials furnished by Programmer and the use thereof by Station or its designees will not infringe upon or violate any rights of any kind whatsoever of any individual or entity.

13. **Assignment.** Programmer may not assign this Agreement at any time, Station may not assign or replay to any other station without consent, in full or in part to any person or entity which may become the licensee of Station or to any of Station's affiliated entities.

14. **Exclusivity.** During the term of this agreement, Programmer shall not provide any similar program or services to any other radio station within Station's market (Palm Beach County). Station has unlimited and exclusive use of the Program in its primary service area. The ownership of the program remains with Joey Brander. Any interviews of athletes etc recorded off site may be used and or sold to other stations or media outlets by Programmer only as well as used on his radio show.

15. **Indemnities.**

- (a) Programmer indemnifies and holds harmless Station, its licensee, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands, losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any performance or utterance (ad lib or otherwise) by Programmer or anyone under Programmer's direction or included in any of Programmer's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Programmer hereunder; (3) the breach of any provision hereof by Programmer; or (4) any act or omission of Programmer prior to the date of this Agreement. Station shall have

the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Programmer shall fully cooperate with requests of Station to such end. Station's approval of any material furnished by Programmer shall not constitute a waiver of Programmer's indemnity with respect thereto.

- (b) Station indemnifies and holds harmless Programmer and their respective licensees, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands, losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any performance or utterance (ad lib or otherwise) by Station or anyone under Station's direction or included in any of Station's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Station hereunder; (3) the breach of any provision hereof by Station; or (4) any act or omission of Station prior to the date of this Agreement. Programmer shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Station shall fully cooperate with requests of Programmer to such end. Programmer's approval of any material furnished by Station shall not constitute a waiver of Station's indemnity with respect thereto.

- ⇒ (c) The provisions of this Paragraph are applicable in any case where an indemnity is provided under this Agreement. The expiration or termination of this Agreement shall not affect the continuing obligations of an indemnitor.

16. Notices. All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail, at the respective addresses of the parties hereto set forth at the end of this Agreement, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail shall be deemed given on the date of mailing thereof.

17. Press Releases. Neither Party shall make or issue any press release or other public disclosure with respect hereto or any of the Programs or performances provided for hereunder which mentions the other party or any parent or affiliated companies or businesses or its trademarks without the written consent of the other party, which consent shall not be unreasonably withheld. Programmer is entitled to promote show via its own social media

entities throughout duration of the contract, in accordance with standards inclusive of this agreement.

18. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely therein. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegal or unenforceable provision had never been contained herein.

19. **Waiver.** A waiver by any party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.

20. **Entire Understanding.** This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except by written instrument executed by the parties hereto.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. **Promotional.** ESPN 106.3 will include The Joey Brander Show on the audio vault on ESPNWestPalm.com underneath "The Shows" category. 8

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered effective as of the date first written above.

GOOD KARMA BROADCASTING LLC

By: _____
Steve Politziner, VP/GM

Dated: _____

Global Broadcast Sports Network



BLOCK TIME SALES AGREEMENT

This Block Time Sales Agreement (the "Agreement"), originally dated as of May 17th, 2004, entered into by and between Good Karma Broadcasting, LLC, the licensee of radio station 2090 Palm Beach Lakes Blvd., Suite 801, West Palm Beach, FL 33409, (the "Station") and Florida Sportsman Magazine, 2700 S. Kanner Highway, Stuart, FL 34994, (the "Programmer").

WHEREAS, the Station has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, the Programmer desires to avail itself of Station's broadcast time for the presentation of a program;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. **Purchase of Air Time and Broadcast of the Programming.** The Station agrees to make the broadcasting transmission facilities of the Station available to the Programmer and to broadcast on the Station, or cause to be broadcast, a program titled "Florida Sportsman Magazine Live" (the "Program(s)") for one (1) hour(s) per week, currently scheduled for Saturday, 7am-8am. The facilities and equipment of the Licensee shall be made available to the Programmer for its use for the broadcast of the Program without additional compensation during the term of this agreement to the extent such facilities are necessary for the transmission of the Program over the Station and are not in use by Licensee.

2. **Consideration.** In consideration for the license granted herein and for the purchase of all rights to the programs and the broadcast of the programs, Licensee shall furnish to Programmer 10 minutes (10:00) of commercial time within Licensee's broadcast of each one-hour Program for Programmer's clients ("barter commercial announcements"). Licensee shall have the right to sell or otherwise dispose of the remaining 8 minutes (8:00) of commercial announcements within the broadcast of each one-hour Program, without obligation to share any revenues therefrom with Programmer or any other person, firm or corporation.

3. **Term.** The term of this Agreement shall be for a period of March 1st 2014 through February 29th 2015 unless earlier terminated in accordance with this Agreement. The cost is two-hundred dollars (\$200) per week paid by the Programmer to the Station, within 30 days, after which standard finance charges will apply.

4. **The Program.** The Program will consist of marine-themed talk radio. Programmer shall originate the Program, at the Station's facilities. Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Programmer, except as specifically assumed by Licensee in Paragraph 6 hereof.

5. **Advertising To Be Carried During The Program.** The Programmer will incorporate their own spots into the show, subject to the consent of Licensee's management, consistent with the Station's broadcast policies and with the rules and policies of the Federal Communications Commission ("FCC"). The Licensee agrees not to sell advertising to businesses on list provided by the Programmer, pending mutual agreement.

6. **Promotional Announcements.** The Licensee is required to air 10 promotional announcements per week for the Program during the Term of this Agreement.

7. **Termination.**

(a) **Termination: Without Cause:** This Agreement may be terminated at any time during the Term without cause by Station upon sixty (60) days written notice to Programmer.

(b) **Termination: Just Cause:** Station may terminate this Agreement for "just cause" as defined at Paragraph 7(c) hereof or elsewhere in this Agreement, upon written notice to Programmer.

(c) The following acts shall constitute "just cause" for termination hereunder:

- (i) Any on-air mention whatsoever by Programmer or anyone under Programmer's direction of Station's principals or their business interests, or any on-air reference by Programmer or anyone under Programmer's direction to Station, General Manager, Program Director or other employee of Station in an inflammatory, repugnant or malicious manner.
- (ii) Any on-air use by Programmer or anyone under Programmer's direction or any distasteful or offensive words or phrases, the broadcast of which Station believes would not be in the public interest or may jeopardize Station's federal license to operate Station, or failure by Programmer or anyone under Programmer's direction to comply with Station's directions with respect to on-air material and the manner of its delivery or use.
- (iii) Failure by Programmer or anyone under Programmer's direction to observe the Station's programming, operational and other policies.
- (iv) Direct or indirect disclosure or divulgence by Programmer or anyone under Programmer's direction or control of any confidential information concerning the business or affairs of

Station, its affiliated entities, their partners, officers, directors, shareholders, agents, representatives or advertisers. Programmer agrees that any such information will be received by it in a confidential capacity.

- (v) Any willful act by Programmer or anyone under Programmer's direction which brings Programmer, Station, Station or their advertisers into public disrepute, contempt, scandal or ridicule, or which provokes, insults or offends the community or any group or class thereof, or which reflects unfavorably upon Station, its affiliated entities, or their advertisers.

8. **Responsibility for Employees and Expenses.** The Programmer shall furnish or cause to be furnished the host(s) of the Programs to be provided by this Agreement, subject to Station's ultimate approval. The Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for the host(s) of the Program. Programmer shall have no responsibility for payment of any salaries, taxes, insurance or other expenses of any kind or nature relating to employees of the Station, including the Program's board operator, and expenses of Station.

9. **Programming and Operations Standards.** The Programs supplied by the Programmer shall meet in all material respects all applicable rules, regulations and policies of the FCC and all broadcast and operational policies of the Station. All advertising spots and promotional material or announcements, including contests and sweepstakes, shall comply with all applicable federal, state and local regulations and Station's advertising continuity acceptance policies. If, in the opinion of Station's General Manager, any Programs presented by the Programmer do not meet such standards, the Station may preempt, interrupt or delete any Program or any such portion of any Program at any time.

10. **Operation and Control.** Notwithstanding anything to the contrary in this Agreement, the Station will at all times have full authority, power and ultimate control over the Station's facilities specifically including, but not limited to: (a) control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Programs, or any portion thereof, including any advertisements, which the Station deems unsuitable or contrary to the public interest; (b) the right to preempt the Programs in order to broadcast a program deemed by Station to be of greater national, regional, or local interest, including sports programming if it becomes available to Station (Station will use reasonable commercial efforts to provide notice to Programmer of the scheduled dates of any such sports programming Station obtains); and (c) the right to take any other actions necessary for compliance with the laws of the United States, the State of Wisconsin, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. The Station reserves the right to refuse to broadcast any Program, if it contains matter which is, or in the reasonable opinion of the Station

may be, or which a third-party claims to be, violative of any right of any third party or which may constitute a "personal attack" (as that term is defined by the FCC). The Station may record each show. If any Program is preempted, there will be no billing, no pay and no make-goods of programs or commercials not broadcast.

11. **Special Events.** Station shall have the right, in its reasonable discretion, to preempt any of the broadcasts of the Program in order to air any special event.

12. **Payola and Sponsorship Identification.** The Programmer will provide the Station in advance any information known to the Programmer regarding any money or other consideration which has been paid, accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to the Station by the Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. The Programmer will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 508 of the Communications Act of 1934, as amended and the related rules and regulations of the FCC.

13. **Programmer's Representations and Warranties.** Programmer represents and warrants that it has authority to enter into and to fully perform this Agreement in accordance with its terms, and that Programmer is under no obligations under this Agreement. Programmer represents and warrants that all ideas, creations, materials and intellectual properties used by Programmer hereunder will be its own original creation except for materials in the public domain or materials which it is fully licensed to use, and that all materials furnished by Programmer and the use thereof by Station or its designees will not infringe upon or violate any rights of any kind whatsoever of any individual or entity.

14. **Assignment.** Programmer may not assign this Agreement at any time, but Station may assign its right hereunder without consent in full or in part to any person or entity which may become the licensee of Station or to any of Station's affiliated entities.

15. **Exclusivity.** During the term of this agreement and for one (1) year thereafter, Programmer shall not provide any similar program or services to any other radio or television station within Station's market. Station has unlimited and exclusive use of the Program in its primary service area.

16. **Indemnities.**

(a) Programmer indemnifies and holds harmless Station, its licensee, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands, losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any

performance or utterance (ad lib or otherwise) by Programmer or anyone under Programmer's direction or included in any of Programmer's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Programmer hereunder; (3) the breach of any provision hereof by Programmer; or (4) any act or omission of Programmer prior to the date of this Agreement. Station shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Programmer shall fully cooperate with requests of Station to such end. Station's approval of any material furnished by Programmer shall not constitute a waiver of Programmer's indemnity with respect thereto.

(b) The provisions of this Paragraph are applicable in any case where an indemnity is provided under this Agreement. The expiration or termination of this Agreement shall not affect the continuing obligations of an indemnitor.

17. **Notices.** All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail, at the respective addresses of the parties hereto set forth at the end of this Agreement, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail shall be deemed given on the date of mailing thereof.

18. **Press Releases.** Neither Party shall make any press release or other public disclosure with respect hereto or any of the Programs or performances provided for hereunder which mentions the other party or any parent or affiliated companies or businesses or its trademarks without the written consent of the other party.

19. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin applicable to contracts made and to be performed entirely therein. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegal or unenforceable provision had never been contained herein.

20. **Waiver.** A waiver by any party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.

21. **Entire Understanding.** This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except by written instrument executed by the parties hereto.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered effective as of the date first written above.

GOOD KARMA BROADCASTING LLC

By: _____
Steve Politziner, General Manager

Dated: _____

FLORIDA SPORTSMAN MAGAZINE

By: Rick Ryals
Rick Ryals, Representative

Dated: 2/27/14

BLOCK TIME SALES AGREEMENT

This Block Time Sales Agreement (the "Agreement"), originally dated as of January 22nd, 2007, entered into by and between Good Karma Broadcasting, LLC, the licensee of radio station 2090 Palm Beach Lakes Blvd., Suite 801, West Palm Beach, FL 33409, (the "Station") and Fishing Headquarters, 633 Old Dixie Hwy, Jupiter, FL 33477 (the "Programmer").

WHEREAS, the Station has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, the Programmer desires to avail itself of Station's broadcast time for the presentation of a program;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. **Purchase of Air Time and Broadcast of the Programming.** The Station agrees to make the broadcasting transmission facilities of the Station available to the Programmer and to broadcast on the Station, or cause to be broadcast, a program titled "Fishing Headquarters" (the "Program(s)") for one (1) hour(s) per week, currently scheduled for Saturday, 8am-9am. The facilities and equipment of the Licensee shall be made available to the Programmer for its use for the broadcast of the Program without additional compensation during the term of this agreement to the extent such facilities are necessary for the transmission of the Program over the Station and are not in use by Licensee. There is currently no cash exchanged between the Programmer and the Station.

2. **Consideration.** In consideration for the license granted herein and for the purchase of all rights to the programs and the broadcast of the programs, Licensee shall furnish to Programmer 10 minutes (10:00) of commercial time within Licensee's broadcast of each one-hour Program for Programmer's clients ("barter commercial announcements"). Licensee shall have the right to sell or otherwise dispose of the remaining 8 minutes (8:00) of commercial announcements within the broadcast of each one-hour Program, without obligation to share any revenues therefrom with Programmer or any other person, firm or corporation. At this time the Programmer has transferred all inventory to Station, with the station receiving the sole financial benefit. In exchange the Programmer has no financial obligation to the Station for airtime (aside from any previous outstanding balance relating to previous contractual arrangement).

3. **Term.** The term of this Agreement shall be for a period of March 1st 2014 through February 29th 2015 unless earlier terminated in accordance with this Agreement.

4. **The Program.** The Program will consist of marine-themed talk radio. Programmer shall originate the Program, at the Station's facilities. Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of programming from any remote location and for any publicity or promotional expenses incurred by Programmer, except as specifically assumed by Licensee in Paragraph 6 hereof.

5. **Advertising To Be Carried During The Program.** The Programmer will incorporate their own spots into the show, subject to the consent of Licensee's management, consistent with the Station's broadcast policies and with the rules and policies of the Federal Communications Commission ("FCC"). The Licensee agrees not to sell advertising to businesses on list provided by the Programmer, pending mutual agreement.

6. **Promotional Announcements.** The Licensee is required to air 5 promotional announcements per week for the Program during the Term of this Agreement.

7. **Termination.**

(a) **Termination: Without Cause:** This Agreement may be terminated at any time during the Term without cause by Station upon sixty (60) days written notice to Programmer.

(b) **Termination: Just Cause:** Station may terminate this Agreement for "just cause" as defined at Paragraph 7(c) hereof or elsewhere in this Agreement, upon written notice to Programmer.

(c) The following acts shall constitute "just cause" for termination hereunder:

- (i) Any on-air mention whatsoever by Programmer or anyone under Programmer's direction of Station's principals or their business interests, or any on-air reference by Programmer or anyone under Programmer's direction to Station, General Manager, Program Director or other employee of Station in an inflammatory, repugnant or malicious manner.
- (ii) Any on-air use by Programmer or anyone under Programmer's direction or any distasteful or offensive words or phrases, the broadcast of which Station believes would not be in the public interest or may jeopardize Station's federal license to operate Station, or failure by Programmer or anyone under Programmer's direction to comply with Station's directions with respect to on-air material and the manner of its delivery or use.
- (iii) Failure by Programmer or anyone under Programmer's direction to observe the Station's programming, operational and other policies.
- (iv) Direct or indirect disclosure or divulgence by Programmer or anyone under Programmer's direction or control of any

confidential information concerning the business or affairs of Station, its affiliated entities, their partners, officers, directors, shareholders, agents, representatives or advertisers. Programmer agrees that any such information will be received by it in a confidential capacity.

- (v) Any willful act by Programmer or anyone under Programmer's direction which brings Programmer, Station, Station or their advertisers into public disrepute, contempt, scandal or ridicule, or which provokes, insults or offends the community or any group or class thereof, or which reflects unfavorably upon Station, its affiliated entities, or their advertisers.

8. **Responsibility for Employees and Expenses.** The Programmer shall furnish or cause to be furnished the host(s) of the Programs to be provided by this Agreement, subject to Station's ultimate approval. The Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for the host(s) of the Program. Programmer shall have no responsibility for payment of any salaries, taxes, insurance or other expenses of any kind or nature relating to employees of the Station, including the Program's board operator, and expenses of Station.

9. **Programming and Operations Standards.** The Programs supplied by the Programmer shall meet in all material respects all applicable rules, regulations and policies of the FCC and all broadcast and operational policies of the Station. All advertising spots and promotional material or announcements, including contests and sweepstakes, shall comply with all applicable federal, state and local regulations and Station's advertising continuity acceptance policies. If, in the opinion of Station's General Manager, any Programs presented by the Programmer do not meet such standards, the Station may preempt, interrupt or delete any Program or any such portion of any Program at any time.

10. **Operation and Control.** Notwithstanding anything to the contrary in this Agreement, the Station will at all times have full authority, power and ultimate control over the Station's facilities specifically including, but not limited to: (a) control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Programs, or any portion thereof, including any advertisements, which the Station deems unsuitable or contrary to the public interest; (b) the right to preempt the Programs in order to broadcast a program deemed by Station to be of greater national, regional, or local interest, including sports programming if it becomes available to Station (Station will use reasonable commercial efforts to provide notice to Programmer of the scheduled dates of any such sports programming Station obtains); and (c) the right to take any other actions necessary for compliance with the laws of the United States, the State of Wisconsin, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. The Station reserves the right to refuse to

broadcast any Program, if it contains matter which is, or in the reasonable opinion of the Station may be, or which a third-party claims to be, violative of any right of any third party or which may constitute a "personal attack" (as that term is defined by the FCC). The Station may record each show. If any Program is preempted, there will be no billing, no pay and no make-goods of programs or commercials not broadcast.

11. **Special Events.** Station shall have the right, in its reasonable discretion, to preempt any of the broadcasts of the Program in order to air any special event.

12. **Payola and Sponsorship Identification.** The Programmer will provide the Station in advance any information known to the Programmer regarding any money or other consideration which has been paid, accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to the Station by the Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. The Programmer will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 508 of the Communications Act of 1934, as amended and the related rules and regulations of the FCC.

13. **Programmer's Representations and Warranties.** Programmer represents and warrants that it has authority to enter into and to fully perform this Agreement in accordance with its terms, and that Programmer is under no obligations under this Agreement. Programmer represents and warrants that all ideas, creations, materials and intellectual properties used by Programmer hereunder will be its own original creation except for materials in the public domain or materials which it is fully licensed to use, and that all materials furnished by Programmer and the use thereof by Station or its designees will not infringe upon or violate any rights of any kind whatsoever of any individual or entity.

14. **Assignment.** Programmer may not assign this Agreement at any time, but Station may assign its right hereunder without consent in full or in part to any person or entity which may become the licensee of Station or to any of Station's affiliated entities.

15. **Exclusivity.** During the term of this agreement and for one (1) year thereafter, Programmer shall not provide any similar program or services to any other radio or television station within Station's market. Station has unlimited and exclusive use of the Program in its primary service area.

16. **Indemnities.**

(a) Programmer indemnifies and holds harmless Station, its licensee, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands,

losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any performance or utterance (ad lib or otherwise) by Programmer or anyone under Programmer's direction or included in any of Programmer's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Programmer hereunder; (3) the breach of any provision hereof by Programmer; or (4) any act or omission of Programmer prior to the date of this Agreement. Station shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Programmer shall fully cooperate with requests of Station to such end. Station's approval of any material furnished by Programmer shall not constitute a waiver of Programmer's indemnity with respect thereto.

(b) The provisions of this Paragraph are applicable in any case where an indemnity is provided under this Agreement. The expiration or termination of this Agreement shall not affect the continuing obligations of an indemnitor.

17. **Notices.** All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail, at the respective addresses of the parties hereto set forth at the end of this Agreement, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail shall be deemed given on the date of mailing thereof.

18. **Press Releases.** Neither Party shall make any press release or other public disclosure with respect hereto or any of the Programs or performances provided for hereunder which mentions the other party or any parent or affiliated companies or businesses or its trademarks without the written consent of the other party.

19. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin applicable to contracts made and to be performed entirely therein. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegal or unenforceable provision had never been contained herein.

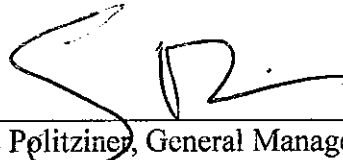
20. **Waiver.** A waiver by any party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.

21. **Entire Understanding.** This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except by written instrument executed by the parties hereto.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

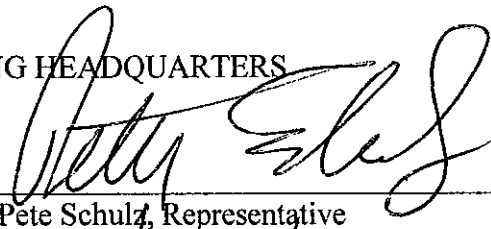
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered effective as of the date first written above.

GOOD KARMA BROADCASTING LLC

By: _____
Steve Politziner, General Manager

Dated: 3/1/14

FISHING HEADQUARTERS

By: _____
Pete Schulz, Representative

Dated: 2/28/14

PROGRAMMING AGREEMENT

This Block Time Programming & Sales Agreement (the "Agreement"), dated as of **February 11, 2013**, entered into by and between Good Karma Broadcasting, LLC, the licensee of radio station 2090 Palm Beach Lakes Blvd., Suite 801, West Palm Beach, FL 33409, (the "Station") and IGP Event Links, LLC, 631 US. Hwy One, Suite 410 North Palm Beach, FL, (the "Programmer").

WHEREAS, the Station has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, the Programmer desires to avail itself of Station's broadcast time for the presentation of a program;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. Purchase of Air Time and Broadcast of the Programming. The Station agrees to make the broadcasting transmission facilities of the Station available to the Programmer and to broadcast on the Station, or cause to be broadcast, a program titled "The Golf Exchange Presented by The Honda Classic" (the "Program(s)") for two (2) hours per week, currently scheduled for Sunday, 9am-11am. The facilities and equipment of the Licensee, and such employee(s) of Licensee reasonably necessary to operate the such facilities and equipment related to the broadcast of the Program, shall be made available to the Programmer for its use for the broadcast of the Program without additional compensation during the term of this agreement.

2. Consideration. In consideration for the terms of this Agreement and the rights granted herein and for Programmer's purchase of all rights to the Program and the Stations broadcast of the Programs, Station shall furnish to Programmer 16 minutes (16:00) of commercial time within Station's broadcast of each two-hour Program for Programmer's clients ("Barter Commercial Announcements"). Station shall have the right to sell or otherwise dispose of the remaining 8 minutes (8:00) of commercial announcements within the broadcast of each two-hour Program, without obligation to share any revenues therefrom with Programmer or any other person, firm or corporation. With respect to any Barter Commercial Announcements, Station shall provide to Programmer, at no cost to Programmer and/or any customer of Programmer, the equipment and personnel reasonably required to record and produce the commercials for any commercial time sold by Programmer.

3. Term & Cost. The term of this Agreement shall be for a period of **January 6th 2013 through December 29th 2013** (52 weeks), absent an earlier termination in accordance with this Agreement. Programmer shall pay to Station \$700 per week through the Term of the agreement. Invoices will be sent to the Programmer at the address above within 10 days following each month. Payment expected within 30 days, after which finance charges will apply. This Agreement will automatically renew under same terms and conditions for 2014, unless Programmer provides Station with written notice, at least 90 days prior to the expiration of the

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Term, that Programmer does not want to renew this Agreement. The Station agrees an exception to this provision can occur at the end of April 2013, with minimum 30 days written notice that Programmer has need to modify this Agreement.

4. The Program. The Program will be a golf-themed talk radio. Programmer shall originate the Program, at the Station's facilities. Station shall be solely responsible for any expenses incurred in the production, origination and/or delivery of programming from any remote location. The Host and Co-host of the program shall have access to the station for recording interviews, research and access to media guides.

5. Advertising To Be Carried During The Program. The Programmer will incorporate their own commercial announcements into the show, subject to the consent of Station's management, which consent shall not be unreasonably withheld and shall be consistent with the Station's broadcast policies and with the rules and policies of the Federal Communications Commission ("FCC"). The Station agrees to work with Programmer to ensure non-duplication of sales efforts, pending mutual agreement, with particular respect to the existing Station's relationships with sponsors. Station to provide production capabilities and usage of studios for commercial and promotional announcement recording.

6. Promotional Announcements. The Station shall air not less than fifteen (15) promotional announcements per week for the Program during the Term of this Agreement. Announcements will occur at least: 3 times per week live during the period 4pm-7pm; 6 times per week recorded during the period 6am-10am; and, 6 times per week recorded during the period 6am-Midnight.

7. Service Mark. The Station hereby grants Programmer a license to use the service mark TEE TIME (the "Mark") in connection with the Program to be aired by Programmer upon terms agreed to under this Agreement. Programmer agrees to use the Mark only in connection with the Program and that the quality of its use of the Mark will be at least as high as the quality of the Program as aired by Station. Programmer will provide Station with specimens of its use of the Mark in the form of audio tapes and/or compact discs containing recordings of the Program and printed materials as reasonably requested by Station from time to time.

8. Termination.

(a) **Termination: Just Cause:** Station may terminate this Agreement for "just cause" as defined at Paragraph 8(b) hereof or elsewhere in this Agreement, upon written notice to Programmer.

(b) The following acts shall constitute "just cause" for termination hereunder:

- (i) Any on-air mention whatsoever by Programmer or anyone under Programmer's direction of Station's principals or their

business interests, or any on-air reference by Programmer or anyone under Programmer's direction of Station, Station's General Manager, Program Director or other employee of Station in an inflammatory, repugnant or malicious manner.

- (ii) Any on-air use by Programmer or anyone under Programmer's direction of any distasteful or offensive words or phrases, the broadcast of which Station believes would not be in the public interest or may jeopardize Station's federal license to operate Station, or failure by Programmer or anyone under Programmer's direction to comply with Station's directions with respect to on-air material and the manner of its delivery or use.
- (iii) Failure by Programmer or anyone under Programmer's direction to observe the Station's programming, operational and other policies.
- (iv) Direct or indirect disclosure or divulgence by Programmer or anyone under Programmer's direction or control of any confidential information concerning the business or affairs of Station, its affiliated entities, their partners, officers, directors, shareholders, agents, representatives or advertisers. Programmer agrees that any such information will be received by it in a confidential capacity.
- (v) Any willful act by Programmer or anyone under Programmer's direction which brings Programmer, Station, Station or their advertisers into public disrepute, contempt, scandal or ridicule, or which provokes, insults or offends the community or any group or class thereof, or which reflects unfavorably upon Station, its affiliated entities, or their advertisers.

9. Responsibility for Employees and Expenses. The Programmer shall furnish one Host of the Program to be provided by this Agreement, subject to Station's ultimate approval. For the purposes of this provision, Station hereby approves of Programmer retaining Russell Evans as the Host for the Program. For the Host of the Program, the Programmer shall be responsible for the salaries, taxes, insurance and related costs for the Host. Further, for such Host, Station shall provide one Co-Host of the Program and shall be responsible for the salaries, taxes, insurance and related costs associated with the Co-Host. Programmer shall have the right to approve of the Co-Host(s), which approval shall not be unreasonably withheld. Programmer shall have no responsibility for payment of any salaries, taxes, insurance or other expenses of any kind or nature relating to the Program's engineer or any other employees of the Station required for Station to broadcast the Program.

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10. Programming and Operations Standards. The Program(s) supplied by the Programmer shall meet in all material respects all applicable rules, regulations and policies of the FCC and all broadcast and operational policies of the Station. All advertising spots and promotional material or announcements, including contests and sweepstakes, shall comply with all applicable federal, state and local regulations and Station's advertising continuity acceptance policies. If, in the opinion of Station's General Manager, any Programs presented by the Programmer do not meet such standards, the Station may preempt, interrupt or delete any Program or any such portion of any Program at any time.

11. Operation and Control. Notwithstanding anything to the contrary in this Agreement, the Station will at all times have full authority, power and ultimate control over the Station's facilities specifically including, but not limited to: (a) control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Programs, or any portion thereof, including any advertisements, which the Station deems unsuitable or contrary to the public interest; (b) the right to preempt the Programs in order to broadcast a program deemed by Station to be of greater national, regional, or local interest; and (c) the right to take any other actions necessary for compliance with the laws of the United States, the State of Florida, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. The Station reserves the right to refuse to broadcast any Program, if it contains matter which is, or in the reasonable opinion of the Station may be, or which a third-party claims to be, volatile of any right of any third party or which may constitute a "personal attack" (as that term is defined by the FCC). The Station may record each show. If any Program is preempted, there will be no billing, no pay and no make-goods of programs or commercials not broadcast.

12. Payola and Sponsorship Identification. The Programmer will provide the Station in advance any information known to the Programmer regarding any money or other consideration which has been paid, accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to the Station by the Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. The Programmer will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 508 of the Communications Act of 1934, as amended and the related rules and regulations of the FCC.

13. Programmer's Representations and Warranties. Programmer represents and warrants that it has authority to enter into and to fully perform this Agreement in accordance with its terms, and that Programmer is under no obligations under this Agreement. Programmer represents and warrants that all ideas, creations, materials and intellectual properties used by
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Programmer hereunder will be its own original creation except for materials in the public domain or materials which it is fully licensed to use, and that all materials furnished by Programmer and the use thereof by Station or its designees will not infringe upon or violate any rights of any kind whatsoever of any individual or entity.

14. Assignment. Programmer may not assign this Agreement at any time, but Station may assign its right hereunder without consent in full or in part to any person or entity which may become the licensee of Station or to any of Station's affiliated entities.

15. Exclusivity. During the term of this agreement and for one (1) year thereafter, Programmer shall not provide any similar program or services to any other radio or television station within Station's market. Station has unlimited and exclusive use of the Program in its primary service area.

16. Indemnities.

- (a) Programmer indemnifies and holds harmless Station, its licensee, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands, losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any performance or utterance (ad lib or otherwise) by Programmer or anyone under Programmer's direction or included in any of Programmer's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Programmer hereunder; (3) the breach of any provision hereof by Programmer; or (4) any act or omission of Programmer prior to the date of this Agreement. Station shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Programmer shall fully cooperate with requests of Station to such end. Station's approval of any material furnished by Programmer shall not constitute a waiver of Programmer's indemnity with respect thereto.
- (b) Station indemnifies and holds harmless Programmer, its presenting sponsor, Children's Healthcare Charities, Inc., the Honda Classic, and their respective licensees, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands, losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any performance or utterance (ad lib or otherwise) by Station or anyone

under Station's direction or included in any of Station's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Station hereunder; (3) the breach of any provision hereof by Station; or (4) any act or omission of Station prior to the date of this Agreement. Programmer shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Station shall fully cooperate with requests of Programmer to such end. Programmer's approval of any material furnished by Station shall not constitute a waiver of Station's indemnity with respect thereto.

- (c) The provisions of this Paragraph are applicable in any case where an indemnity is provided under this Agreement. The expiration or termination of this Agreement shall not affect the continuing obligations of an indemnitor.

17. Notices. All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail, at the respective addresses of the parties hereto set forth at the end of this Agreement, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail shall be deemed given on the date of mailing thereof.

18. Press Releases. Neither Party shall make any press release or other public disclosure with respect hereto or any of the Programs or performances provided for hereunder which mentions the other party or any parent or affiliated companies or businesses or its trademarks without the written consent of the other party.

19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely therein. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegal or unenforceable provision had never been contained herein.

20. Waiver. A waiver by any party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.

21. Entire Understanding. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except by written instrument executed by the parties hereto.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered effective as of the date first written above.

GOOD KARMA BROADCASTING LLC

By: _____
Steve Politziner, VP/GM

Dated: _____

IGP EVENT LINKS

By: _____
Kenneth R. Kennerly, Managing Member

Dated: _____



SEAHAWKS

ESPN
(106.3 FM)
MARKETING
CAMPAIGN

BLOG

ESPN 106.3 FM to create a blog at ESPNWestPalm.com where all Northwood Seahawks scores can be viewed
Northwood to provide the RSS feed to embed into our website
Includes 300x250 banner ad to appear on page with link

PODCAST

Northwood University to host a podcast with ESPN 106.3 FM featuring athletes, coaches, and more
ESPN 106.3 FM to provide co-host and producer for each podcast
Podcast featured in designated Northwood University audio vault page included in dropdown menu on homepage
:15 audio pre-roll commercial to air before each podcast is played

BROADCAST

During basketball season, ESPN 106.3FM would originate, produce and broadcast every game, pending schedule availability
Games would air on ESPNWestPalm.com exclusively
Opportunity for multiple live reads throughout the broadcast
Included in "on-air now" image on homepage at ESPNWestPalm.com with link to the stream

COMMERCIALS/NORTHWOOD MINUTE

40, :60 commercials to run per month, BIA
Messaging to incorporate branding as updates on Northwood Athletics

TOTAL MONTHLY INVESTMENT: \$2,417
JULY 2013 – JUNE 2014

In witness whereof, the parties hereto have executed this Non-Cancellable Agreement this _____ day of _____, 2013. Good Karma Broadcasts, LLC d/b/a. ESPN 106.3FM WUUG/ESPN 760AM WFTL, Northwood University

Date _____

John Marking Consultant

Nick Davidson

Date 6.25.13